

<i>SERFF Tracking Number:</i>	<i>EMCC-125444149</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMCASCO Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-IL-2008-01</i>		
<i>TOI:</i>	<i>35.0 Interline Filings</i>	<i>Sub-TOI:</i>	<i>35.0002 Commercial Interline Filings</i>
<i>Product Name:</i>	<i>Interline</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Companies: EMCASCO Insurance Company, Employers Mutual Casualty Company

Product Name: Interline

SERFF Tr Num: EMCC-125444149 State: Arkansas

TOI: 35.0 Interline Filings

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 35.0002 Commercial Interline Filings Co Tr Num: AR-IL-2008-01

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Author: Jo Byers

Disposition Date: 02/05/2008

Date Submitted: 01/22/2008

Disposition Status: Approved

Effective Date Requested (New): 03/15/2008

Effective Date (New): 03/15/2008

Effective Date Requested (Renewal): 03/15/2008

Effective Date (Renewal):
03/15/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/05/2008

State Status Changed: 02/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

January 22, 2008

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

SERFF Tracking Number: *EMCC-125444149* *State:* *Arkansas*
First Filing Company: *EMCASCO Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-IL-2008-01*
TOI: *35.0 Interline Filings* *Sub-TOI:* *35.0002 Commercial Interline Filings*
Product Name: *Interline*
Project Name/Number: */*
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415

EMCASCO INSURANCE COMPANY – 062-21407

Commercial Interline

Form Filing

Company File # AR-IL-2008-01

Effective: March 15, 2008

The captioned companies currently have Commercial Interline forms on file with your department. We are submitting for your approval a revision to be applicable to policies written on or after March 15, 2008.

We have re-titled our Linebacker program to Linebacker Public Officials and Employment Practices Liability Coverage. With the change of the program name, we've had to revise and/or create interline forms to reflect that change. A form list is attached for your review. No other changes have been made to these forms.

We supplement this filing with the following:

- \$50.00 filing fee (via EFT)
- Property and Casualty Transmittal Document
- Memorandum
- Copies of the endorsements (final and marked up)

We respectfully request your approval of this filing to be applicable to policies written on or after March 15, 2008. Thank you.

Jo L. Byers, Filings Analyst
Rates and Filings Dept.
(800) 247-2128 Ext. 2707
jo.l.byers@emcins.com

SERFF Tracking Number:	EMCC-125444149	State:	Arkansas
First Filing Company:	EMCASCO Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-IL-2008-01		
TOI:	35.0 Interline Filings	Sub-TOI:	35.0002 Commercial Interline Filings
Product Name:	Interline		
Project Name/Number:	/		

Company and Contact

Filing Contact Information

Jo Byers, Filings Analyst	Jo.L.Byers@EMCIns.com
PO Box 712	(800) 247-2128 [Phone]
Des Moines, IA 50306-0712	(515) 345-2223[FAX]

Filing Company Information

EMCASCO Insurance Company	CoCode: 21407	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-6070764	

Employers Mutual Casualty Company	CoCode: 21415	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-0234980	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMCASCO Insurance Company	\$0.00	01/22/2008	
Employers Mutual Casualty Company	\$50.00	01/22/2008	17603584

SERFF Tracking Number:	EMCC-125444149	State:	Arkansas
First Filing Company:	EMCASCO Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-IL-2008-01		
TOI:	35.0 Interline Filings	Sub-TOI:	35.0002 Commercial Interline Filings
Product Name:	Interline		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/05/2008	02/05/2008

SERFF Tracking Number:	EMCC-125444149	State:	Arkansas
First Filing Company:	EMCASCO Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-IL-2008-01		
TOI:	35.0 Interline Filings	Sub-TOI:	35.0002 Commercial Interline Filings
Product Name:	Interline		
Project Name/Number:	/		

Disposition

Disposition Date: 02/05/2008
Effective Date (New): 03/15/2008
Effective Date (Renewal): 03/15/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: EMCC-125444149 State: Arkansas

First Filing Company: EMCASCO Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AR-IL-2008-01

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Interline

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	memorandum & marked up form	Approved	Yes
Form	Arkansas Changes Cancellation and Nonrenewal	Approved	Yes
Form	Common Policy Conditions	Approved	Yes
Form	Calculation of Premium	Approved	Yes
Form	Arkansas Changes Transfer of Rights of Recovery Against Others to us	Approved	Yes

SERFF Tracking Number: EMCC-125444149 State: Arkansas

First Filing Company: EMCASCO Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AR-IL-2008-01

TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings

Product Name: Interline

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes Cancellation and Nonrenewal	IL7117	1-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 IL7117 (12-06) Previous Filing #:		IL7117_200801.pdf
Approved	Common Policy Conditions	IL7149	1-08	Endorsement/Amendment/Conditions		0.00	IL7149_200801.pdf
Approved	Calculation of Premium	IL7326	1-08	Endorsement/Amendment/Conditions		0.00	IL7326_200801.pdf
Approved	Arkansas Changes Transfer of Rights of Recovery Against Others to us	IL7324	1-08	Endorsement/Amendment/Conditions		0.00	IL7324_200801.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
 EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 5. a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

B. The following is added to the **Cancellation Common Policy Condition:**

7. Cancellation of Policies in Effect More Than 60 Days.

- a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance.

- (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increase any hazard insured against under the policy.

- (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

- (6)** A material violation of a material provision of the policy.

b. Subject to paragraph 7.c., if we cancel for:

- (1)** Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation;

- (2)** Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary;

NONRENEWAL

- 1.** If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before;

a. Its expiration date; or

- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.**

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

- 2.** We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE FORM

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS CHANGES – TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

<i>SERFF Tracking Number:</i>	<i>EMCC-125444149</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMCASCO Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-IL-2008-01</i>		
<i>TOI:</i>	<i>35.0 Interline Filings</i>	<i>Sub-TOI:</i>	<i>35.0002 Commercial Interline Filings</i>
<i>Product Name:</i>	<i>Interline</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>EMCC-125444149</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMCASCO Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-IL-2008-01</i>		
<i>TOI:</i>	<i>35.0 Interline Filings</i>	<i>Sub-TOI:</i>	<i>35.0002 Commercial Interline Filings</i>
<i>Product Name:</i>	<i>Interline</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	02/05/2008
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Comments:

Attachment:

pctd.pdf

Satisfied -Name:	memorandum & marked up form	Review Status:	Approved	02/05/2008
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Comments:

Attachments:

LB Interline memorandum.pdf

IL7117_markup AR.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764

5. Company Tracking Number	AR-IL-2008-01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P.O. Box 712 Des Moines, IA 50303	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Interline
10. Sub-Type of Insurance (Sub-TOI)	Commercial Interline
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Interline
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 3/15/08 Renewal: 3/15/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing	1/22/08	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-IL-2008-01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We have re-titled our Linebacker program to Linebacker Public Officials and Employment Practices Liability Coverage. With the change of the program name, we've had to revise and/or create interline forms to reflect that change. A form list is attached for your review. No other changes have been made to these forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: Amount: \$50.00 </div> <div> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. </div>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-IL-2008-01		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Changes Cancellation and Nonrenewal	IL7117 (1-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IL7117 (12-06)	
02	Common Policy Conditions	IL7149 (1-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Calculation of Premium	IL7326 (1-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Arkansas Changes Transfer of Rights of Recovery Against Others to us	IL7324 (1-08)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

ARKANSAS

Interline Forms for Linebacker

Currently filed forms being revised and are attached

The reference to the applicable coverage forms have been revised to include Law Enforcement and/or the revised title of our Linebacker program (markup copies attached) There is no change in coverage or intent.

IL7117 (1-08) Arkansas Changes Cancellation and Nonrenewal replaces IL7117 (12-06)

New Forms

IL7149 (1-08) Common Policy Conditions

IL7326 (1-08) Calculation of Premium

IL7324 (1-08) Arkansas Changes Transfer of Rights of Recovery Against Others to us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

~~LINEBACKER COVERAGE FORM~~

LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 5. a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

B. The following is added to the **Cancellation Common Policy Condition:**

- 7. Cancellation of Policies in Effect More Than 60 Days.**
 - a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the

policy or in presenting a claim under the policy;

- (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance.
 - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increase any hazard insured against under the policy.
 - (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6)** A material violation of a material provision of the policy.
- b. Subject to paragraph 7.c., if we cancel for:**
- (1)** Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2)** Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- c. The following applies to the Commercial Umbrella Coverage Form.**
- (1)** If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10

days before the effective date of cancellation;

- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

- C. The following Condition is added and supersedes any other provision to the contrary;

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before;

- a. Its expiration date; or
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.